

APPENDIX A

Supplemental Tables

Table A-1: Examples of Direct Substantive Dealing with Individual Plaintiffs

Summary	Supporting Quotation	Alleged Reason
Genesis set up chat group including individual Plaintiffs for all comms.	<p>"...I am going to create a broader group with the rest of the folks on our side, will add you in a moment. We can use it for all future communication (lending, trading, settlement etc)."</p> <p>(AC Ex. H, at 24)</p>	Client Retention
Genesis CFO directly negotiated terms/allocations with Plaintiff Christopher Sokolowski and recognized distinction between personal/household and business funds.	<p>CFO Ballensweig communicated directly with Plaintiff Christopher Sokolowski regarding distinct personal/household vs. PROHASHING LLC funds where the ownership of litecoins was clearly delineated not only between passthrough members, but also between personal/household use and business use.</p> <p>(AC ¶ 72)</p>	Acquiring Funds

Summary	Supporting Quotation	Alleged Reason
<p>Multiple Genesis personnel directly worked with non-owner James Webster in depositing his own funds.</p>	<p>J. Webster: “Hi Hanson, I'd like to send some more bitcoin your way. Approximately 11.7 BTC. Is that doable, and what would be the first step?”</p> <p>Hanson: “Hey James You want to add 11.7 BTC to the current balance?”</p> <p>J. Webster: “Right. 11.718...”</p> <p>Hanson: “Sure thing, @DanGenesis can provide BTC address for you”</p> <p>Deleted Account [presumably <i>DanGenesis</i>]: “this address works”</p> <p>J. Webster: “Roger that. Will transfer soonish”</p> <p>(AC Ex. H, at 24)</p>	<p>Acquiring Funds</p>
<p>Genesis personnel assisted non-owner James Webster in reconciling inconsistent records.</p>	<p>“Hi, I'm trying to reconcile our spreadsheet compared with the September EOM balance and can't account for 1000.00 bits.”</p> <p>(J. Webster to Genesis, AC Ex. F at 108)</p>	<p>Client Retention</p>

Summary	Supporting Quotation	Alleged Reason
Genesis personnel acknowledged Plaintiff Christopher Sokolowski's decision-making over his own funds	<p>S. Sokolowski: "...I need to talk to [Plaintiff Christopher Sokolowski] about whether we would just like to withdrawal"</p> <p>Genesis Employee: "Understood. Please let us know."</p> <p>(AC Ex. F, at 30)</p>	Client Retention
Genesis personnel sell Plaintiff Stephen on interest rates and are rebuffed because Stephen has to obtain authorization from other CM LLC depositors	<p>Hanson: "...would you be willing to meet at 3.75%"</p> <p>Stephen: "I only have authorization for 4 right now..."</p> <p>Hanson: "Okay, sounds good..."</p> <p>(AC Ex. F, at 76-77)</p>	Client Retention
Genesis personnel confirmed test transaction details directly for Plaintiff Stephen Sokolowski's personal funds.	<p>Extensive back-and-forth confirming small test deposits, e.g., "yes .1 eth landed"</p> <p>(Genesis Employee, AC Ex. F, at 53)</p>	Acquiring Funds

Summary	Supporting Quotation	Alleged Reason
Genesis personnel discussed payroll withdrawals directly with Stephen acting on behalf of non-party PROHASHING LLC.	S. Sokolowski: "good morning—I need \$33333.39 for employee salaries this month..." (AC Ex. F, at 56)	Client Retention

Table A-2: Instances Where Defendants Acknowledge Having Treated CM LLC as a Distinct Entity

Summary	Supporting Quotation	Alleged Reason
Genesis refused direct transfer from Plaintiff's personal account to CM LLC.	Both Briefs, citing Birringer: "'legally we cannot do that'..." (regarding moving funds between Stephen's individual and CM LLC entity accounts). (ECF No. 37 at 17, citing AC Ex. F, at 9-11) (ECF No. 38, at 9, citing AC Ex. F, at 9-10)	Avoiding Notice of Regulators
Genesis required CM LLC bank account for withdrawals out of Genesis.	Both Briefs, citing Birringer: "'[y]ou will need to have a bank account in the name [of] the entity...We cannot send funds to a personal account.'" (ECF No. 37 at 17-18, citing AC Ex. F, at 52) (ECF No. 38, at 9, citing AC Ex. F, at 52)	Avoiding Notice of Banks
Genesis personnel requested clarification on LLC ownership during onboarding.	Moro's Brief citing Birringer asking S. Sokolowski to "clarify the ownership of the LLC." (ECF No. 38, at 9, citing AC Ex. H, at 27)	Avoiding Notice of Regulators

Summary	Supporting Quotation	Alleged Reason
Genesis conducted formal Due Diligence process additionally on CM LLC.	Both Briefs stating Genesis conducted "independent diligence on CM as a new customer..." (ECF No. 37, at 18, referencing AC Ex. K) (ECF No. 38, at 9, referencing AC Ex. K)	Avoiding Notice of Regulators
Genesis required CM LLC onboarding instead of converting personal account.	DCG/Silbert's Brief describing Genesis informing S. Sokolowski CM needed to be onboarded separately rather than converting his personal account. (ECF No. 37, at 11-12)	Avoiding Notice of Regulators

Table A-3: List of Defendants' Misrepresentations

Misrepresentation	Why	Citation
Gemini Earn channel and marketing	Dealings with Gemini implanted belief that Genesis dealt with consumers and was a safe location for consumer assets	(AC ¶¶ 23, 29, 76-81, 85-88)
Contradictory positions on CM LLC's formation and status	Genesis suggested creation of LLC to exceed deposit minimums, dealt with depositors individually, but insisted on corporate formalities for regulators and now in their briefs (Appx. A, Table A-1, Table A-2)	(AC ¶ 41 (LLC suggestion)), (AC ¶ 48 (DDQ showing LLC = pass-through)), (AC ¶¶ 66-74 (direct chats))
Employees described Genesis as being safe, stable, and reliable while Genesis extended risky undercollateralized loans	Direct conflict between outward safety claims and hidden risk; capacity to confuse even the diligent.	(AC ¶¶ 76-78, 90)
Defendant Moro publicly tweeted that the 3AC losses were finite and they had "moved on"	Tweet reassured Stephen Sokolowski of solvency, and the Court can reasonably infer from the allegations in the AC that tweet also influenced Plaintiff Christopher Sokolowski	(AC ¶ 92)
All Defendants personally signed the fraudulent promissory note	Concealed Genesis insolvency and allowed scheme to continue	(AC ¶ 93)

Misrepresentation	Why	Citation
Genesis employee Griffin Tiedy sent fraudulent balance sheet directly to Plaintiffs	Plaintiffs would have withdrawn all assets but for receiving this balance sheet	(AC ¶¶ 94-101, 105)
Genesis functioned as a bank, lending out money at a higher interest rate than paid to depositors, instead of being used for intercompany dealings and fraudulent schemes	Plaintiffs would not have dealt with Genesis had they known the true nature of what Genesis did with deposits	(AC ¶¶ 83-84, Ex. E at 5-6)